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Docket No.: 66470-011

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Re Application of

David GOMES, et al.

Serial No.: 10/807,032

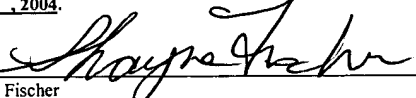
Filed: 03/23/2004

For: MULTI-TIER DOCUMENT MANAGEMENT SYSTEM

: Customer No.: 33401  
:  
: Confirmation No.: 2256  
:  
: Group Art Unit: 2171  
:  
: Examiner: N/A  
:

CERTIFICATE OF MAILING (37 CFR. § 1.8(a))

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail as First Class Mail under 37 CFR 1.8(a) in an envelope addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on Aug 5, 2004.

  
Shayna Fischer

PETITION UNDER 37 C.F.R. §1.47

Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

In response to the Notice of Missing Parts dated June 4, 2004, in addition to the response filed on this date (copy herewith), Applicants hereby petition as follows:

08/09/2004 HALI11 00000030 501946 10807032

01 FC:1460 130.00 DA

A. ALL AVAILABLE JOINT INVENTORS

In accordance with MPEP § 409.03(a), all the available joint inventors, David Gomes, Duke Fong, and Adrien Roston declare that the remaining inventor Sanjeev Mishra is unavailable. The available joint inventors, David Gomes, Duke Fong, and Adrien Roston, therefore, declare on behalf of Sanjeev Mishra as required by 37 CFR § 1.64.

B. PROOF OF REFUSAL

In accordance with MPEP § 409.03(d), Ms. Patrice Jeffries, CFO of Integrated Data Corporation, submits an affidavit, attached, that fully describes the exact facts, which are relied upon to establish that a diligent effort was made to contact Sanjeev Mishra.

C. LAST KNOWN ADDRESS

In accordance with MPEP § 409.03(e), the last known address of Sanjeev Mishra is 2205 N. Grandview, Orange, CA 92867.

D. PETITION FEE

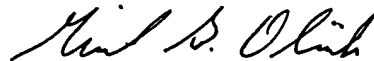
The petition fee of \$130.00 in accordance with 37 CFR 1.117(i) has been authorized to be charged to the deposit account of 501946.

E. CONCLUSION

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 501946 and please credit any excess fees to such deposit account, and reference attorney docket 66470-011.

Respectfully submitted,

MCDERMOTT WILL & EMERY LLP



Michael G. Oleinik  
Registration No. 41,228

2049 Century Park East  
Suite 3400  
Los Angeles, CA 90067  
Telephone: (310)277-4110  
Facsimile: (310)277-4730  
**Date: August \_\_, 2004**



Docket No.: 66470-011

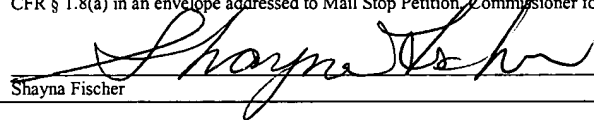
**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of : Customer No.: 33401  
David GOMES, et al. : Confirmation No.: 2256  
Serial No.: 10/807,032 : Group Art Unit: 2171  
Filed: 03/23/2004 : Examiner: N/A  
For: MULTI-TIER DOCUMENT MANAGEMENT SYSTEM

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Shayna Fischer

**AFFIDAVIT OF PATRICE JEFFRIES**

Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

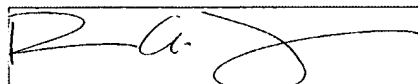
- 1) My name is Patrice Jeffries. I am Chief Financial Officer for Integrated Data Corporation ("IDC"), the intended assignee of the patent application referenced above. IDC has given Michael G. Oleinik of McDermott, Will & Emery power of attorney to prosecute the above-referenced application on behalf of IDC.
- 2) Sanjeev Mishra is a co-inventor on the above-referenced application. After work had begun on the application, but before the application was filed, Mr. Mishra's work with IDC had been discontinued. Discussions ensued with Mr. Mishra regarding the possibility of continued employment. The discussions were terminated due to disagreements regarding certain unrelated aspects of Mr. Mishra's employment contract. Mr. Mishra has, as a result of these disagreements, taken a position adverse to IDC and has threatened to perform certain acts that would be detrimental to IDC. In part as a result of these disagreements, telephonic discussions with Mr. Mishra have been discontinued. IDC had to retain separate legal counsel to address and resolve this dispute between IDC and Mr. Mishra.
- 3) Mr. Mishra has failed to respond to IDC's two written requests to execute a declaration attesting to the above-referenced application. In particular, I sent Mr. Mishra a letter on July 8,

2004 (attached as Exhibit 1) enclosing the patent document and requesting his signature. Mr. Mishra did not respond to the letter, and did not execute the declaration.

4) Thereupon, on July 26, 2004, I sent Mr. Mishra a letter (appended as Exhibit 2) via Federal Express enclosing a second request to execute the patent document. A written confirmation of the delivery of the patent document to Mr. Mishra is also appended to this affidavit as Exhibit 3. We received no response from Mr. Mishra.

5) Mr. Mishra executed a Consulting Agreement on October 1, 2002 (attached hereto as Exhibit 4). That agreement provides, in pertinent part, that all work product created by Mr. Mishra in the course of his affiliation with IDC remains the sole property of IDC (see paragraph 10).

6) I certify on behalf of IDC that the foregoing statements are true and correct.



Dated: August 3, 2004

---

Patrice Jeffries  
Chief Financial Officer  
Integrated Data Corporation

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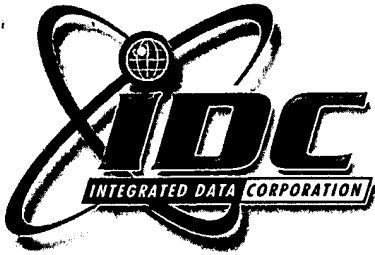
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6) I certify on behalf of IDC that the foregoing statements are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrice Jeffries  
Chief Financial Officer  
Integrated Data Corporation



3555 Hayden Ave.  
Culver City, CA 90232

T: 310 815-2800  
F: 310 815-2820

[www.idc-global.com](http://www.idc-global.com)

July 8, 2004

Sanjeev Mishra  
2205 N. Grandview  
Orange, CA 92867

**RE: Patent Documents – Signature Needed**

Dear Sanjeev:

Enclosed please find a patent document that needs your signature as inventor.

Please sign and fedex back to me as soon as possible in the attached pre-addressed fedex envelope.

I really appreciate your cooperation on this matter.

If you have any questions regarding this document, please call our patent attorney, Michael G. Oleinik, at McDermott, Will & Emery at (310) 277-4110.

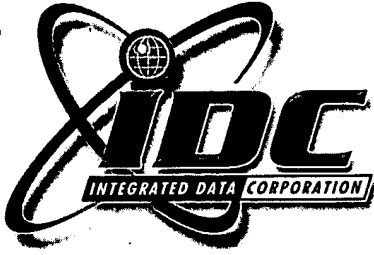
Thanks so much. Hope you are doing well!!

Best –

A handwritten signature in black ink, appearing to read "Patrice A. Jeffries", with a long, sweeping horizontal line extending to the right.

Patrice A. Jeffries  
CFO

cc: Michael G. Oleinik



3555 Hayden Ave.  
Culver City, CA 90232

T: 310 815-2800  
F: 310 815-2820

[www.idc-global.com](http://www.idc-global.com)

July 26, 2004

**Via Federal Express**

Sanjeev Mishra  
2205 N. Grandview  
Orange, CA 92867

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Dear Sanjeev:

Enclosed please find a patent document that needs your signature as inventor.

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Thanks so much. Hope you are doing well!!

Best –

A handwritten signature in black ink, appearing to read "Patrice A. Jeffries". The signature is fluid and stylized, with a large, sweeping loop at the end.

Patrice A. Jeffries  
CFO

cc: Michael G. Oleinik

SANJEEV MISHRA

Subj: **Fwd: FedEx shipment 791300946605**  
 Date: 7/28/2004 10:08:29 AM Pacific Standard Time  
 From: [dora@pmafinancialservices.com](mailto:dora@pmafinancialservices.com)  
 To: [patricejeffries@aol.com](mailto:patricejeffries@aol.com)

Here is the delivery confirmation.

Note: forwarded message attached.

**Dora M. Gonzalez**  
 Accountant

**PMA Financial Services**  
 409 N. PCH # 491  
 Redondo Beach, CA 90277

(310) 372-8399 - Phone  
 (310) 372-5869 - Fax

① 1<sup>st</sup> attempt -  
 via regular  
 mail on 7/7/04

② 2<sup>nd</sup> attempt -  
 via FedEx - see  
 below

X-Apparently-To: [dora@pmafinancialservices.com](mailto:dora@pmafinancialservices.com) via 206.190.39.84; Tue, 27 Jul 2004 09:25:10 -0700

X-Originating-IP: [199.81.197.53]

Return-Path: <[donotreply@fedex.com](mailto:donotreply@fedex.com)>

Received: from 199.81.197.53 (EHLO mx13.sac.fedex.com) (199.81.197.53)

by mtavm101.mail.yahoo.com with SMTP; Tue, 27 Jul 2004 09:25:10 -0700

Received: from ex14.fw.fedex.com (mx14.sac.fedex.com [199.82.159.12])

by mx13.sac.fedex.com (8.12.9p2/8.12.9) with ESMTP id i6RGP9vp042985

for <[dora@pmafinancialservices.com](mailto:dora@pmafinancialservices.com)>; Tue, 27 Jul 2004 11:25:09 -0500 (CDT)

(envelope-from [donotreply@fedex.com](mailto:donotreply@fedex.com))

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Tue, 27 Jul 2004 11:25:09 -0500 (CDT)

Received: from fn3a.prod.fedex.com (fn3a.prod.fedex.com [161.135.24.22])

by mx14.sac.fedex.com (8.12.9p2/8.12.9) with ESMTP id i6RGP8o8047524

for <[dora@pmafinancialservices.com](mailto:dora@pmafinancialservices.com)>; Tue, 27 Jul 2004 11:25:08 -0500 (CDT)

(envelope-from [donotreply@fedex.com](mailto:donotreply@fedex.com))

Received: from fn3a.prod.fedex.com (localhost [127.0.0.1])

by fn3a.prod.fedex.com (8.9.3 (PHNE\_29773)/8.9.3) with ESMTP id LAA07601

for <[dora@pmafinancialservices.com](mailto:dora@pmafinancialservices.com)>; Tue, 27 Jul 2004 11:25:07 -0500 (CDT)

Date: Tue, 27 Jul 2004 11:25:07 -0500 (CDT)

From: FedEx <[donotreply@fedex.com](mailto:donotreply@fedex.com)>

Reply-To: FedEx <[donotreply@fedex.com](mailto:donotreply@fedex.com)>

To: <[dora@pmafinancialservices.com](mailto:dora@pmafinancialservices.com)>

Subject: FedEx shipment 791300946605

Mime-Version: 1.0

Content-Type: multipart/mixed;

boundary="====\_Part\_1795215\_1087356.1090945507646"

X-Priority: 3

X-FedExNet-Message-ID: P23814930

Content-Length: 934

Our records indicate that the shipment sent from Dora M. Gonzalez/PMA FINANCIAL SERVICES to Sanjeev Mishra has been delivered.

The package was delivered on 07/27/2004 at 9:24 AM and signed for or released by 3785346.

Thursday, July 29, 2004 America Online: Patrice Jeffries



## CONSULTING AGREEMENT

This Agreement is entered into as of 10 / 1 /, 2002, by and between, ELECTRONIC MANUALS, INC., a Nevada corporation (hereinafter referred to as "Company"), and Practical Software Solutions, a California Corporation, (hereinafter referred to as "Consultant").

### I. RECITALS

A. Company is developing a software system for the on-line management of information contained in manuals and elsewhere by the United States Military, other government agencies, and the private sector. The system is also known as a "knowledge management software" (the "Product") (collectively the "Business").

B. Consultant is familiar with the Business and has the requisite experience as a computer programmer to develop software systems capable of on-line management of technical manuals by the United States Military, other government agencies and the private sector.

C. Company wishes to retain Consultant as Chief Architect, and Consultant is willing to provide the necessary services to coordinate the development of on-line management software for use by the United States Military, other government agencies and the private sector.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company and Consultant agree as follows:

### II. AGREEMENT

#### 1. Provision of Services.

Consultant shall provide the Services required by Company within a reasonable time frame during the term of this Agreement, including but not limited to writing the software code, supervising programmers, attending meetings, arranging meetings, and reasonable amount of traveling to meetings with program managers, technical users and developers of the United States Military, other government agencies and the private sector. Services by Consultant will be performed in strict compliance with specifications mandated by Company.

#### 2. Expenses.

Company shall reimburse to Consultant the cost of any travel, lodging or meal expenses away from the greater Southern California metropolitan area that are required for the performance of the Services. All claimed reimbursement of

(ii) The Board of Directors (the "Board" which term shall include an authorized committee of the Board of Directors) and shareholders of the Company have heretofore adopted an Incentive Stock Plan for the year 2002 (the "Plan"), pursuant to which this Option is being granted; and

(iii) The Board has authorized the granting to Optionee of a non-qualified/non-statutory stock option ("Option") to purchase shares of common stock of the Company ("Stock") upon the terms and conditions hereinafter stated and pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") provided by Rule 501 thereunder.

**C. Shares; Price.**

The Company hereby grants to Optionee the right to purchase, upon and subject to the terms and conditions herein stated, the number of shares of Stock set forth in Article 7.A.(iii) above (the "Shares") for cash (or other consideration as is authorized under the Plan and acceptable to the Board, in their sole and absolute discretion) at the price per Share set forth in Article 7.A.(iv) above (the "Exercise Price"), such price being not less than eighty-five percent (85%) of the fair market value per share of the Shares covered by this Option as of the date of this Agreement (unless Optionee is the owner of Stock possessing ten percent (10%) or more of the total voting power or value of all outstanding Stock of the Company, in which case the Exercise Price shall be no less than one hundred ten percent (110%) of the fair market value of such Stock).

**D. Term of Option;**

Continuation of Service. This Option shall expire, and all rights under it to purchase the Shares shall terminate, 2 years from the date of this Agreement. Nothing contained in this Agreement shall be construed to interfere in any way with the right of the Company or its shareholders to remove or not elect Optionee as a Director of the Company, or to increase or decrease the compensation of Directors from the rate in effect at the date of this Agreement.

**E. Vesting of Option.**

Subject to the provisions of Articles 8 and 9 of this Agreement, this Option shall become exercisable during the term that Optionee serves as a Consultant of the Company in four equal quarterly installments of twenty-five percent (25%) of the Shares covered by this Option, the first installment to be exercisable on the first anniversary of the date of this Option. The installments shall be cumulative (that is, this Option may be exercised, as to any or all shares covered by an installment, at

**I. No Rights as Shareholder.**

Optionee shall have no rights as a shareholder with respect to the Shares covered by any installment of this Option until the effective date of issuance of the Shares following exercise of this Option, and no adjustment will be made for dividends or other rights for which the record date is prior to the date such stock certificate or certificates are issued except as provided in Article 7.A. of this Agreement.

**J. Recapitalization.**

Subject to any required action by the shareholders of the Company, the number of Shares covered by this Option, and the Exercise Price thereof, shall be proportionately adjusted for any increase or decrease in the number of issued shares resulting from a subdivision or consolidation of shares or the payment of a stock dividend, or any other increase or decrease in the number of such shares effected without receipt of consideration by the Company; provided however that the conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration by the Company."

In the event of a proposed dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving entity, or a sale of all or substantially all of the assets or capital stock of the Company (collectively, a "Reorganization"), this Option shall terminate immediately prior to the consummation of the proposed action, unless otherwise provided by the Board; provided, however, if Optionee shall be a Director at the time the Reorganization is approved by the stockholders, Optionee shall have the right to exercise this Option as to all or any part of the Shares, without regard to the installment provisions of Article 7.E. for a period commencing no later than 30 days prior to the consummation of such Reorganization and ending as of the Reorganization or the expiration of this Option, whichever is earlier, subject to the consummation of the Reorganization. In any event, the Company shall notify Optionee, at least 30 days prior to the consummation of such Reorganization, of his or her exercise rights, if any, and that the Option shall terminate upon the consummation of the Reorganization. Subject to any required action by the shareholders of the Company, if the Company shall be the surviving entity in any merger or consolidation, this Option thereafter shall pertain to and apply to the securities to which a holder of Shares equal to the Shares subject to this Option would have been entitled by reason of the merger or consolidation, and the installment provisions of Article 7.E. shall continue to apply. In the event of a change in the shares of the Company as presently constituted, which is limited to a change of all of its authorized Stock without par value into the same number of shares of Stock with a par value, the shares

resulting from any such change shall be deemed to be the Shares within the meaning of this Option. To the extent that the foregoing adjustments relate to shares or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided in this Agreement, Optionee shall have no rights by reason of any subdivision or consolidation of shares of Stock of any class or the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class, and the number and price of Shares subject to this Option shall not be affected by, and no adjustments shall be made by reason of, any dissolution, liquidation, merger, consolidation or sale of assets or capital stock, or any issue by the Company of shares of stock of any class or securities convertible into shares of stock of any class. The grant of this Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes in its capital or business structure or to merge, consolidate, dissolve or liquidate or to sell or transfer all or any part of its business or assets.

**K. Taxation upon Exercise of Option.**

Optionee understands that, upon exercise of this Option, Optionee will recognize income, for Federal and state income tax purposes, in an amount equal to the amount by which the fair market value of the Shares, determined as of the date of exercise, exceeds the Exercise Price. The acceptance of the Shares by Optionee shall constitute an agreement by Optionee to report such income in accordance with then applicable law and to cooperate with Company in establishing the amount of such income and corresponding deduction to the Company for its income tax purposes. Withholding for federal or state income and employment tax purposes will be made, if and as required by law, from Optionee's then current compensation, or, if such current compensation is insufficient to satisfy withholding tax liability, the Company may require Optionee to make a cash payment to cover the liability as a condition of the exercise of this Option.

**L. Modification, Extension and Renewal of Options.**

The Board or Committee, as described in the Plan, may modify, extend or renew this Option or accept its surrender (to the extent not yet exercised) and authorize the granting of a new option in substitution for it (to the extent not yet exercised), subject at all times to the Plan, the Code and the Corporate Securities Rules of the State of Nevada. Notwithstanding the foregoing provisions of this Article 7.L., no modification shall, without the consent of the Optionee, alter to the Optionee's detriment or impair any rights of Optionee under this Agreement.

**M. Investment Intent; Restrictions on Transfer.**

(a) Optionee represents and agrees that if Optionee exercises this Option in whole or in part, Optionee will in each case acquire the Shares upon such exercise for the purpose of investment and not with a view to, or for resale in connection with, any distribution thereof; and that upon the exercise of this Option in whole or in part, Optionee (or any person or persons entitled to exercise this Option under the provisions of Article 7.F. of this Agreement) shall furnish to the Company a written statement to such effect, satisfactory to the Company in form and substance. If the Shares represented by this Option are registered under the Securities Act, either before or after the exercise of this Option in whole or in part, the Optionee shall be relieved of the investment representation and agreement and shall not be required to furnish the Company with the written statement.

(b) Optionee further represents that Optionee has had access to the financial statements or books and records of the Company, has had the opportunity to ask questions of the Company concerning its business, operations and financial condition, and to obtain additional information reasonably necessary to verify the accuracy of such information, and further represents that Optionee (either alone or in conjunction with his or her professional advisers) has such experience in and knowledge of investment, financial and business matters with respect to investments similar to the stock of the Company that Optionee is capable of evaluating the merits and risks thereof and has the capacity to protect his or her own interest in connection therewith.

(c) Unless and until the Shares represented by this Option are registered under the Securities Act, all certificates representing the Shares and any certificates subsequently issued in substitution therefore and any certificate for any securities issued pursuant to any stock split, share reclassification, stock dividend or other similar capital event shall bear legends in substantially the following form:

"THESE SECURITIES HAVE NOT BEEN REGISTERED OR OTHERWISE QUALIFIED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE. NEITHER THESE SECURITIES NOR ANY INTEREST THEREIN MAY BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE SECURITIES LAWS OF ANY STATE, UNLESS PURSUANT TO EXEMPTIONS THEREFROM."

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ISSUED PURSUANT TO THAT CERTAIN NONSTATUTORY STOCK OPTION AGREEMENT DATED

\_\_\_\_\_ BETWEEN THE COMPANY AND THE ISSUEE WHICH RESTRICTS THE TRANSFER OF THESE SHARES WHICH ARE SUBJECT TO REPURCHASE BY THE COMPANY UNDER CERTAIN CONDITIONS."

The certificates shall bear such other legend or legends, as the Company and its counsel deem necessary or appropriate. Appropriate stop transfer instructions with respect to the Shares have been placed with the Company's transfer agent.

**N. Standoff Agreement.**

Optionee agrees that, in connection with any registration of the Company's securities under the Securities Act, and upon the request of the Company or any underwriter managing an underwritten offering of the Company's securities, Optionee shall not sell, short any sale of, loan, grant an option for, or otherwise dispose of any of the Shares (other than Shares included in the offering) without the prior written consent of the Company or such managing underwriter, as applicable, for a period of up to 1 year following a) the effective date of registration of any offering ,or b) the full and final payment to Company by Optionee of all consideration due under the Option for the shares, whichever comes first.

**O. Restriction Upon Transfer.**

The Shares may not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated by the Optionee except as provided in this Agreement.

**(a) Repurchase Right on Termination Other Than by Removal.**

For the purposes of this Article, a "Repurchase Event" shall mean an occurrence of one of the following:

- (i) termination of Optionee's service as a Consultant, Advisor, Director, or Employee;
- (ii) death of Optionee;
- (iii) bankruptcy of Optionee, which shall be deemed to have occurred as of the date on which a voluntary or involuntary petition in bankruptcy is filed with a court of competent jurisdiction;
- (iv) dissolution of the marriage of Optionee, to the extent that any of the Shares are allocated as the sole and separate property of Optionee's spouse pursuant thereto (in which case, this Article shall only apply to the Shares so affected); or
- (v) any attempted transfer by the Optionee of Shares, or any interest therein, in violation of this Agreement.

Upon the occurrence of a Repurchase Event, and upon mutual agreement of the Company and Optionee, the Company may repurchase all or any portion of the Shares of Optionee at a price equal to the fair value of the Shares in accordance with the Corporate Securities Rules of the State of Nevada as of the date of the Repurchase Event.

(b) Repurchase Right on Removal.

In the event Optionee is removed pursuant to the Nevada Revised Statutes on misconduct and/or qualifications, or Optionee voluntarily resigns prior to the date upon which the last installment of Shares becomes exercisable pursuant to Article 7.E., then the Company shall have the right (but not an obligation) to repurchase Shares of Optionee at a price equal to the Exercise Price. This right of the Company to repurchase Shares shall apply to one hundred percent (100%) of the Shares for 1 year from the date of this Agreement; and shall thereafter lapse ratably in equal annual increments on each anniversary of the date of this Agreement over the term of this Option specified in Article 7.D. In addition, the Company shall have the right, in the sole discretion of the Board and without obligation, to repurchase upon removal or resignation all or any portion of the Shares of Optionee, at a price equal to the fair value of the Shares as of the date of removal or resignation, which right is not subject to the foregoing lapsing of rights. In the event the Company elects to repurchase the Shares, any stock certificates representing the same shall forthwith be returned to the Company for cancellation.

(c) Exercise of Repurchase Right.

Any Repurchase Right under Articles 7.O.(a) or 7.O.(b) shall be exercised by giving notice of exercise as provided herein to Optionee or the estate of Optionee, as applicable. The right shall be exercised, and the repurchase price shall be paid, by the Company within a 90- day period beginning on the date of notice to the Company of the occurrence of the Repurchase Event (or in the case of termination or cessation of services as Director, beginning upon the occurrence of the Repurchase Event). The repurchase price shall be payable only in the form of cash (including a check drafted on immediately available funds) or cancellation of purchase money indebtedness of the Optionee for the Shares. If the Company cannot purchase all such Shares because it is unable to meet the tests set forth in the Nevada Revised Statutes on solvency, the Company shall have the right to purchase as many Shares as it is permitted to purchase under such Articles. Any Shares not purchased by the Company under shall no longer be subject to the provisions of this Article 7.O.(c).

(d) Right of First Refusal.

In the event Optionee desires to transfer any Shares during his or her lifetime, Optionee shall first offer to sell the Shares to the Company. Optionee shall deliver to the Company written notice of the intended sale, specifying the number of Shares to be sold and the proposed purchase price and terms of payment, and granting the Company an option for a period of 30 days following receipt of the notice to purchase the offered Shares upon the same terms and conditions. To exercise the option, the Company shall give notice of that fact to Optionee within such 30-day notice period and agree to pay the purchase price in the manner provided in the notice. If the Company does not purchase all of the Shares so offered during the option period, Optionee shall be under no obligation to sell any of the offered Shares to the Company, but may dispose of such Shares in any lawful manner during a period of 180 days following the end of the notice period, except that Optionee shall not sell any of the Shares to any other person at a lower price or upon more favorable terms than those offered to the Company.

(e) Acceptance of Restrictions.

Acceptance of the Shares shall constitute the Optionee's agreement to such restrictions and the legending of his or her certificates with respect to the restrictions. Notwithstanding the restrictions, however, so long as the Optionee is the holder of the Shares, or any portion of them, he or she shall be entitled to receive all dividends declared on and to vote the Shares and to all other rights of a shareholder with respect to the Shares.

(f) Permitted Transfers.

Notwithstanding any provisions in this Article 7.O. to the contrary, the Optionee may transfer Shares subject to this Agreement to his or her parents, spouse, children, or grandchildren, or a trust for the benefit of the Optionee, or a Company or other entity controlled by the Optionee, or any such transferee or transferees; provided, that the permitted transferee or transferees shall hold the Shares subject to all the provisions of this Agreement (all references to the Optionee in this Agreement shall in such cases refer to the permitted transferee, except in the case of Article 7.O.(a).(iv) where the permitted transfer shall be deemed to be rescinded); and provided further, that notwithstanding any other provisions in this Agreement, a permitted transferee may not, in turn, make permitted transfers without the written consent of the Optionee and the Company.



(g) Release of Restrictions on Shares.

All other restrictions under this Article 7.O. shall terminate 5 years following the date of this Agreement, or when the Company's securities are publicly traded, whichever occurs earlier.

**P. Agreement Subject to Plan; Applicable Law.**

This Option is made pursuant to the Plan and shall be interpreted to comply therewith. A copy of the Plan is available to Optionee, at no charge, at the principal office of the Company. Any provision of this Option inconsistent with the Plan shall be considered void and replaced with the applicable provision of the Plan. This Option has been granted, executed and delivered in the State of California, and the interpretation and enforcement shall be governed by the laws thereof and subject to the exclusive jurisdiction of the courts therein.

**8. Termination of Agreement.**

Either party has the right to terminate this Agreement without cause by providing 60 days prior written notice. In the case of breach, Company or Consultant may terminate this Agreement for cause immediately upon receipt of written notice to the other party. There shall be no liquidated damages to either party in the event of termination under this provision.

**9. Notices.**

Any and all notices or demands from one party to the other shall be in writing. Such notices shall be served either personally, by certified mail, return receipt requested, or by telephone facsimile transmission ("Fax"). If served personally, or by Fax, notice shall be conclusively deemed effective upon receipt. If served by certified mail, notice shall be conclusively deemed effective on the date of the return receipt. Any notice or demand may be given to the parties at the following addresses, or at such other addresses as the parties may designate in writing by notice to the other party from time to time:

Company:

Electronic Manuals, Inc.  
William A. Bloomer, CEO  
4570 Campus  
Newport Beach, CA 92660

Consultant:

Practical Software Solutions  
2205 N. Grandview Rd.  
Orange, CA 92867

**10. Product Ownership.**

All copy, ledgers, work papers, drafts, tapes (audio, video, magnetic), discs, electronic data, data bases, and all other work product developed by Consultant or part of the Services are the property of the Company. Consultant acknowledges that all customer lists, accounts payable lists, accounts receivable lists, and all other lists and/or information financial, or otherwise, including any and all updates or enhancements provided by the Company to the Consultant for use during the term of this Agreement are the

sole property of the Company and Consultant shall not retain copies of such lists without expressed written permission from the Company.

Provided it is directly related to the Business or the Services, all artwork, camera-ready copy, negative, dies, photos, film slides, audio tapes, video tapes, discs, magnetic, electronic, or digital data and/or similar materials used to produce any type of printing, printed material, motion picture, video tape, audio tape, film video, or audio commercial, mass mailing, contact list, tracking list, brochure, pamphlet, flyer, or other product whether or not distributed to third parties, including but not limited to governmental entities, and members of Company's staff, managing body, or advisers, are also the sole property of Company, regardless of the work or material provided by Consultant to create the material. All such items and/or materials, and or copies, which are in the possession of Consultant, shall be delivered to Company in usable condition after the completion of the Services contemplated in this Agreement.

11. Confidentiality.

If in the course of this Agreement, Consultant obtains information from Company, which has been designated confidential by the supplier of said information ("Confidential Information") and Consultant is so apprised, Consultant agrees to continue to safeguard that confidentiality and to hold such information in the strictest confidence. Consultant and his respective representatives shall refrain from using any such Confidential Information in any manner or for any purpose not in connection with this Agreement or in any manner or for any purpose detrimental to the Company's interest, and shall upon Company's request or termination of this Agreement deliver promptly to Company or destroy, at the request and option of Company, all tangible embodiments (including computer records) of such Confidential Information which are in its possession. The foregoing provisions of this Article 11 shall not apply to any information which (a) was already known to Consultant when such information was received from Company (other than information sold to Company in that certain Asset Purchase Agreement dated even herewith); (b) was already available to the general public at the time of such receipt; (c) subsequently becomes known to the general public through no fault or omission by any party hereto; (d) is subsequently disclosed by a third party which has the bona fide right to make such disclosure; or (e) is required to be disclosed by law, or by any Authority or for which disclosure to an Authority is appropriate in the conduct of business. Damages resulting from breach of the terms hereof may be difficult to measure accurately, and injuries sustained by Company from any such breach may be difficult to calculate and remedy. Consultant acknowledges and agrees that Company may be entitled to injunctive relief and specific performance of the covenants contained in this Article 11 in addition to any other remedy to which Company may be entitled at law or in equity.

12. Modification.

This Agreement represents the full agreement of the Company and Consultant and, except where expressly stated, is the total expression and integration of the parties' intent and supersedes all prior oral and written understandings. No modification of the contract shall be made without mutual written consent of the parties.

13. Indemnity.

Each party will defend, indemnify, and hold the other harmless against all claims, demands, and causes of action, including costs, expenses and attorney's fees, directly or indirectly arising from any action (including actions of third parties) or other proceedings brought or prosecuted as a result of the party's negligent or willful actions.

14. Attorney's Fees.

If any legal action is brought to enforce the terms of this Agreement, or for damages arising from non-performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such legal action, in addition to any other relief to which that party may be entitled.

15. Assignment, Jurisdiction and Severability.

Consultant may not assign its rights under this Agreement without the express, prior written consent of Company, which shall not be unreasonably withheld. Nothing about this restriction on assignment shall be interpreted to mean that Consultant may not have his own employee assist in performing this Agreement. This Agreement shall be governed by the laws of the State of California. If any provision herein is held by the court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force and effect without being impaired or invalidated in any way.

16. Limitation of Liability.

**IN NO EVENT WILL EITHER PARTY UNDER THIS AGREEMENT BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF THAT PARTY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

Electronic Manuals, Inc.  
a Nevada corporation

By: William A. Bloomer  
William A. Bloomer, CEO

Practical Software Solutions  
a California Corporation

By: Sanjeev Mishra  
Sanjeev Mishra